



Schedule D

VERSACOLD LOGISTICS SERVICES WAREHOUSING TERMS AND CONDITIONS

SECTION 1- DEFINITIONS

As used in these Terms and Conditions:

(a) "Advance" means all sums due or claimed to be due to Storer from Holder or others relating to the Goods regardless of the source, whether liquidated or not, including but not limited to loans, disbursements, charges made for or on account of Holder or Goods, necessary for the preservation of Goods or reasonably incurred in their sale or disposition pursuant to law.

(b) "Goods" means the personal property and/or any portion thereof which is described in the Warehouse Receipt and/or which Storer has agreed to receive and/or store pursuant to the Warehouse Receipt.

(c) "Holder" means the person, firm, corporation or other entity for whom Goods are stored and to whom the Warehouse Receipt is issued and any other person or entity claiming any interest in the Goods.

(d) "Lot" means the unit or units of Goods which are separately identified by the Storer.

(e) "Storer" means VERSACOLD LOGISTICS SERVICES and the subsidiaries and affiliates thereof, whichever of which has issued the Warehouse Receipt doing business as VersaCold. As used in SECTION 9 and SECTION 10 hereof, Storer shall include officers, directors, employees and agents of the Storer while acting within the scope and course of their employment.

(f) "Warehouse Receipt" means the receipt issued to the Holder that incorporates these Terms and Conditions by reference and such other documents expressly incorporated therein.

SECTION 2 - TENDER FOR STORAGE

(a) All Goods for storage shall be delivered at the Storer's warehouse in good order and condition (including being free of blood (in the case of meat products) and other contaminants), properly marked and packed for handling (including having labels that are clearly and properly displayed) and otherwise in compliance with applicable laws.

(b) Before tendering any Goods that require specialized handling or which are dangerous or hazardous, Holder will identify such Goods and special handling requirements to Storer in writing and Storer may decline to accept or to store such Goods.

(c) Holder shall furnish, at or prior to such delivery, a manifest showing marks, brands or sizes to be kept and accounted for separately and the class of storage desired. Otherwise the Goods may be stored in bulk or assorted Lots in freezer, cooler or general storage at the discretion of the Storer and charges for such storage will be made at the applicable storage rate.

(d) Receipt and delivery of all or any units of a Lot shall be made without subsequent sorting except by special arrangement and subject to a charge established by Storer.

(e) Storer shall store and deliver Goods only in the packages in which they are originally received unless otherwise agreed to in writing.

(f) Unless Holder shall have given, at or prior to delivery of the Goods, written instructions to the contrary, Storer, in its discretion, may commingle and store different Lots of fungible goods in bulk, whether or not owned by the same Holder.

(g) Storer shall not be responsible for segregating Goods by production code date unless specifically agreed to in writing.

(h) Holder is to show correct weights and quantities of Goods. If weights and quantities are not provided by Holder or the actual weight and quantity of Goods received is not consistent with the weight or quantity stated on the Warehouse Receipt, the weight or quantity calculated by Storer shall be conclusively deemed to be correct.

(i) Storer shall not be responsible for delays in loading or unloading trailers or rail cars, nor for demurrage or freight charges or other time-related penalties.

(j) All incoming shipments shall be consigned to the person entitled to receive the Goods described in the Warehouse Receipt c/o the Storer, freight prepaid. The Storer reserves the right to refuse acceptance of any Goods not properly consigned or not shipped freight prepaid.

SECTION 3 - TERMINATION OF STORAGE

(a) Storer may, upon written notice to Holder, require the removal of Goods, or any portion thereof, from the warehouse upon the payment of all charges attributable to said Goods with such removal to be implemented by Holder within a stated period, not less than 30 days after such notification. If said Goods are not so removed, Storer may sell them as provided by law and shall be entitled to exercise any other rights it has under the law with respect to said Goods.

(b) If, in the opinion of Storer, Goods may be about to deteriorate or decline in value to less than the amount of Storer's lien thereon, or may constitute a hazard to other property or to the warehouse or persons, the Goods may be removed or disposed of by Storer as permitted by law. All charges related to said removal and disposal shall be paid by Holder.

SECTION 4 - STORAGE LOCATION

(a) The Goods shall be stored at Storer's discretion at any one or more buildings at Storer's warehouse complex identified in the Warehouse Receipt. The identification of any specific location within Storer's warehouse complex does not guarantee that the Goods shall be stored therein.

(b) Subject to any contrary written instructions given by Holder, Storer may, at any time, at Storer's expense, and without notice to Holder, remove any Goods from any room or area of the warehouse complex to any other room or area thereof.

(c) Notwithstanding the foregoing, upon ten (10) days' written notice to the Holder, Storer may, at Storer's expense, remove the Goods to any other warehouse complex operated by Storer.

SECTION 5 - STORAGE CHARGES

(a) Storage charges commence upon the date that Storer accepts care, custody and control of the Goods, regardless of the unloading date or the date the Warehouse Receipt is issued. Charges shall be computed separately for each Lot and, where applicable, will be computed on one of the following optional bases:

(i) If storage rates are quoted on a "SPLIT MONTH BASIS" the storage month shall be a calendar month. A full month's storage charge will apply to all Goods received between the 1st and 15th, inclusive, of a calendar month. One half month's storage charge will apply on all Goods received between the 16th and last day, inclusive, of a calendar month. A full month's storage charge shall apply on the 1st day of the next calendar month and each month thereafter on all Goods then remaining in storage.

(ii) If storage rates are quoted on an "ANNIVERSARY BASIS" the storage month shall extend from the date of receipt in one calendar month to, but not including, the same date of the next month. If there is no corresponding date in the next month, the storage month shall end on the last day of said next month. A full month's storage charge shall apply on receipt of Goods and an additional full month's storage charge shall apply on the 1st day of each successive storage month thereafter on all Goods then remaining in storage.

(b) If the rates and charges are not indicated on the Warehouse Receipt, the rates and charges shall be those set forth in the rate quotation or other document issued by Storer to Holder and/or in Storer's tariff.

(c) Unless Storer specifies otherwise, all storage charges are due and payable on the 1st day of storage for the initial month and thereafter on the 1st day of each succeeding storage month.

(d) Rates quoted by weight will, unless otherwise specified, be computed on gross weight and 2,000 pounds shall constitute a ton.

SECTION 6 - HANDLING CHARGES

(a) Unless otherwise specified or elected by Storer, handling charges cover only the ordinary labor and duties incidental to receiving and delivering unitized Goods on pallets at the warehouse dock during normal warehouse hours but do not include loading and unloading.

(b) Unless otherwise specified, a charge in addition to the regular handling charges will be imposed for any work performed by Storer other than as specified in SECTION 6(a), at rates which are in effect from time to time, a copy of which rates is available upon request.

(c) When Goods are ordered out in quantities less than in which received, the Storer may impose an additional charge for each order or each item of an order.

(d) Delivery by the Storer of less than all units of any Lot or of less than all the fungible Goods stored for Holder shall be made without subsequent sorting except by special arrangement and subject to an additional charge.

SECTION 7 - TRANSFER OF TITLE; DELIVERY

(a) Instructions by Holder to transfer Goods to the account of another are not effective until delivered to and accepted by Storer. Charges will be imposed for each such transfer and for any rehandling of Goods deemed by Storer to be required thereby. Storer reserves the right not to deliver or transfer Goods to or for the account of another except upon receipt of written instructions properly signed by Holder.

(b) Holder may furnish written instructions authorizing Storer to accept telephone orders for delivery. In such case, (i) Storer may require that each telephone order be confirmed by Holder in writing within 24 hours, and (ii) acceptance by Storer of any telephone order shall be at the risk of Holder. Storer will not be liable for any loss resulting from delivery made pursuant to telephone order, whether or not so authorized, unless Storer failed to exercise reasonable care with respect thereto.

(c) Storer shall have a reasonable time to make delivery after Goods are ordered out and shall have a minimum of 10 business days after receipt of a delivery order in which to locate any misplaced Goods.

(d) If Storer has exercised reasonable care and is unable, due to causes beyond its control, to effect delivery before expiration of the current storage period, the Goods will continue to be subject to storage charges for each succeeding storage period.

(e) All instructions and requests for delivery of Goods or transfer of title are received subject to satisfaction of all charges, liens and security interests of Storer with respect to all Goods of Holder, whether for accrued charges or Advances or otherwise.

(f) Storer may require, as a condition precedent to delivery, a statement from Holder holding Storer harmless from claims of others asserting a superior right to Holder to possession of the Goods. Nothing herein shall preclude Storer from exercising any other remedy available to it under law to resolve conflicting claims to possession of Goods. All costs, including legal fees, incurred by Storer relating in any way to Storer's activities referred to in this SECTION 7(f) shall be charged to Holder and shall, for purposes of SECTION 12 below, be considered "charges present or future with respect to the Goods" and shall attach as a lien on the Goods.

SECTION 8- OTHER SERVICES AND CHARGES

(a) Other services rendered in the interest of Holder or the Goods are chargeable to Holder. Such services may include, but are not limited to, the following: furnishing of special warehouse space or material, repairing, coopering, sampling, weighing, repiling, inspecting, compiling stock statements, making collections, furnishing revenue stamps, reporting or recording marked weights or numbers, handling railroad expense bills, and handling shipments.

(b) All Advances are due and payable immediately. All charges are due and payable upon the date of invoice. All charges and Advances not paid within 30 days from the due date are subject to an interest charge, from the date said charge or Advance first became due until paid, at the lesser of 18% per annum or the maximum interest rate allowed by law.

(c) Holder may, subject to insurance restrictions and reasonable limitations, inspect the Goods when accompanied by an employee of Storer whose time shall be chargeable to Holder.

(d) In the event of damage or threatened damage to the Goods, Holder shall pay all reasonable and necessary costs of protecting and preserving the Goods. When the costs of protecting and preserving stored property are attributable to more than one Holder, said costs shall be apportioned among all affected Holders on a pro rata basis to be determined by the Storer

(e) Storer shall supply dunnage bracing and fastenings where it deems it appropriate on outbound shipments and the cost thereof is chargeable to Holder.

(f) Any additional costs incurred by Storer in unloading cars or trucks containing damaged Goods are chargeable to Holder.

(g) Storer shall not be responsible for demurrage charges or delays in loading or unloading.

(h) A charge in addition to regular storage and handling rates will be made for bonded storage.

(i) Storer may assess an additional charge when Goods, designated for freezer storage, are received at a temperature above 5 degrees Fahrenheit.

(j) A charge, in addition to regular storage and handling rates, will be applied for blast freezing service. Storer shall not be responsible for blast freezing Goods, unless Holder specifically requests such service in writing, and the Storer has the capability of providing blast freezing service at the applicable warehouse.

(k) All storage, handling and other services may be subject to minimum charges.

(l) Holder agrees to pay Storer all costs and Advances, including reasonable legal fees incurred by Storer, in connection with the storage, handling and/or disposition of the Goods, including without limitation, such costs, Advances, and/or fees relating to lawsuits (including bankruptcy proceedings) relating in any way to said Goods and/or Storer's performance under the Warehouse Receipt. All such costs, Advances, and fees, for purposes of SECTION 12 below, shall constitute "charges present or future with respect to the Goods" and shall attach as a lien on the Goods.

(m) Holder agrees to pay to Storer all eligible taxes, including goods and services taxes and applicable sales taxes.

SECTION 9 - LIABILITY AND LIMITATION OF DAMAGES

(a) Storer shall not be liable for any loss, damage or destruction to Goods, however caused and irrespective of the nature of the cause of action or claim, including breach of contract, negligence, tort or any other legal theory, unless such loss, damage or destruction resulted from the Storer's failure to exercise such care and diligence in regard to the Goods as required by applicable legislation of the jurisdiction where the Goods are stored, or if no such legislation is applicable, such care and diligence that a reasonably careful person would exercise under like circumstances. Storer is not liable for damages which could not have been avoided by the exercise of such care and diligence. Holder agrees to a shrinkage allowance of 0.05% of all Goods deposited by Holder, for which shrinkage, whether caused by loss or damage to Goods, theft or otherwise, Storer shall not be liable.

(b) Storer and Holder agree that Storer's duty of care referred to in SECTION 9(a) above does not extend to providing a sprinkler system at any Storer warehouse complex or portion thereof. Storer shall also not be liable for loss or damage due to the theft of Goods and/or equipment from lands owned or leased by Storer where: (i) equipment was left on Storer's property by Holder or its agent or carrier as part of a trailer spotting arrangement; (ii) Goods were loaded onto equipment parked on Storer's lands awaiting pick-up by Holder or a person entitled to delivery of the goods or their agent; or (iii) equipment containing Goods was parked on Storer's lands by Holder or its agent or carrier awaiting transfer into Storer's warehouse.

(c) Unless specifically agreed to in writing, Storer shall not be required to store Goods in a humidity controlled environment or be responsible for tempering Goods.

(d) IN THE EVENT OF LOSS, DAMAGE OR DESTRUCTION TO GOODS FOR WHICH THE STORER IS LEGALLY LIABLE, HOLDER DECLARES AND AGREES THAT STORER'S LIABILITY SHALL BE LIMITED TO THE LESSER OF THE FOLLOWING: (i) THE ACTUAL COST TO HOLDER OF REPLACING OR REPRODUCING THE LOST, DAMAGED, AND/OR DESTROYED GOODS TOGETHER WITH TRANSPORTATION COSTS TO STORER'S WAREHOUSE; (ii) THE FAIR MARKET VALUE OF THE LOST, DAMAGED, AND/OR DESTROYED GOODS ON THE DATE HOLDER IS NOTIFIED OF LOSS, DAMAGE AND/OR DESTRUCTION; OR (iii) IN THE CURRENCY OF THE COUNTRY WHERE THE GOODS ARE STORED, ONE (1) DOLLAR PER POUND FOR FISH AND SEAFOOD, EIGHTY (80) CENTS PER POUND FOR RED MEAT, SIXTY (60) CENTS PER POUND FOR WHITE MEAT, OR FORTY (40) CENTS PER POUND FOR FRUITS AND VEGETABLES AND OTHER PRODUCTS NOT SPECIFIED ABOVE. HOWEVER WITHIN A REASONABLE TIME AFTER ITS RECEIPT OF THE WAREHOUSE RECEIPT, HOLDER MAY, UPON WRITTEN NOTICE TO THE STORER, REQUEST AN INCREASE IN STORER'S LIABILITY ON PART OR ALL OF THE GOODS STORED UNDER THIS WAREHOUSE RECEIPT, IN WHICH CASE AN INCREASED CHARGE WILL BE IMPOSED BASED UPON SUCH INCREASED VALUATION. HOWEVER, NO SUCH REQUEST SHALL BE VALID UNLESS MADE BEFORE LOSS, DAMAGE OR DESTRUCTION TO ANY PORTION OF THE GOODS HAS OCCURRED.

(e) The Storer's liability referred to in SECTION 9(d) shall be Holder's exclusive remedy against Storer for any claim or cause of action whatsoever relating to loss, damage and/or destruction of Goods and shall apply to all claims, including inventory shortage and mysterious disappearance claims, unless Holder proves by affirmative evidence that Storer converted the Goods to its own use. Holder waives any rights to rely upon any presumption of conversion imposed by law. In no event shall Holder be entitled to, and Storer shall not be liable for, any loss of profits or indirect, incidental, special, exemplary, punitive, or consequential damages, even if Storer has been advised of the possibility of such damages in advance.

SECTION 10 - NOTICE OF CLAIM AND FILING OF SUIT

(a) Storer shall, in no event, be liable for any claim of any type whatsoever for loss, damage to and/or destruction of Goods unless (i) the total value of such claim is equal to or greater than \$200.00 and (ii) such claim is presented, in writing, within a reasonable time, not exceeding 60 days after Holder learns or, in the exercise of reasonable care, should have learned of the loss, damage to, and/or destruction of the Goods.

(b) As a condition to making any claim and as a condition precedent to filing any suit, Holder shall provide Storer with a reasonable opportunity to inspect the Goods which are the basis of Holder's claim.

(c) NO LAWSUIT OR OTHER ACTION MAY BE MAINTAINED BY HOLDER OR OTHERS AGAINST STORER WITH RESPECT TO THE GOODS UNLESS A TIMELY WRITTEN CLAIM HAS BEEN MADE AS PROVIDED IN SECTION 10(a), HOLDER HAS PROVIDED STORER WITH A REASONABLE OPPORTUNITY TO INSPECT THE GOODS AS PROVIDED IN SECTION 10(b), AND SUCH LAWSUIT OR OTHER ACTION IS COMMENCED WITHIN NINE (9) MONTHS AFTER HOLDER LEARNS OR, IN THE EXERCISE OF REASONABLE CARE SHOULD HAVE LEARNED, OF THE LOSS, DAMAGE TO, AND/OR DESTRUCTION OF THE GOODS.

(d) The Warehouse Receipt is governed by and subject to the laws of the Province in which the Goods are stored.

SECTION 11 - INSURANCE

Goods are not insured by the Storer and the storage rates do not include insurance on the Goods unless Storer has agreed, in writing, to obtain such insurance for the benefit of Holder.

SECTION 12 - LIEN

In addition to any lien and associated rights of enforcement (including the right to sell Goods) that Storer may have at law, Holder grants to Storer and Storer will have a valid security interest and a first priority lien in respect of all Goods now or hereafter or from time to time in the possession or control of Storer and on the proceeds thereof to secure the payment and performance when due of Holder's obligations in relation to the Goods including but not limited to with respect to: (i) all charges for storage, handling, transportation (including demurrage and terminal charges), insurance, labour and other charges present or future with respect to the Goods, and (ii) Advances or loans by Storer in relation to

the Goods. In addition, Holder grants to Storer, and Storer will have, a valid security interest and a first priority lien in respect of all goods now or hereafter or from time to time in the possession or control of Storer for all such charges, Advances and expenses with respect to any other goods stored by Holder in any warehouse owned or operated by Storer or its subsidiaries or affiliates, wherever located and whenever deposited, and without regard to whether or not said other property is still in storage.

SECTION 13 - WAIVER - SEVERABILITY

(a) Storer's failure to insist upon strict compliance with any provision of the Warehouse Receipt shall not constitute a waiver or estoppel to later demand strict compliance therewith and shall not constitute a waiver or estoppel with regard to Storer's right to insist upon strict compliance with all other provisions of the Warehouse Receipt.

(b) In the event any section of the Warehouse Receipt or part thereof shall be declared invalid, illegal and/or unenforceable, the validity, legality and enforceability of the remaining sections and parts shall not, in any way, be affected or impaired thereby.

SECTION 14 - AUTHORITY

Holder represents and warrants that it either (i) is the lawful owner of the Goods which are not subject to any lien or security interest of others (other than in favour of Storer); or (ii) is the authorized agent of the lawful owner and/or any holder of a lien or security interest and has full power and authority to agree upon and be bound by the terms set forth in the Warehouse Receipt. Holder agrees to notify all parties acquiring any interest in the Goods of the terms and conditions of the Warehouse Receipt and to obtain, as a condition to the granting of such an interest, the agreement of such parties to be bound by the terms and conditions of the Warehouse Receipt.

SECTION 15 - NOTICES

All written notices provided for herein may be transmitted by any commercially reasonable means of communication and directed to Storer at the address on the front hereof and to Holder at its last known address. Holder is presumed to have knowledge of the contents of all notices transmitted in accordance with this Section 15 within five days of transmittal.

SECTION 16 - ENTIRE AGREEMENT, SUCCESSORS AND ASSIGNS

Unless otherwise agreed upon in writing between Storer and Holder (including in a master agreement, whether dated prior to or subsequent to the date of the Warehouse Receipt), the Warehouse Receipt (including these Terms and Conditions) shall constitute the entire agreement between Storer and Holder with respect to the Goods and supersedes all existing agreements between them whether written or oral and shall not be changed, amended or modified except by written agreement signed by representatives of Storer and Holder. Without limiting the foregoing, Storer hereby reserves the right to transfer and/or assign (in whole or in part) the rights, duties and obligations of Storer under the Warehouse Receipt (including these Terms and Conditions) to any affiliate of Storer and Holder hereby consents to and approves any transfer and/or assignment (in whole or in part) of the rights, duties and obligations of Storer under the Warehouse Receipt (including these Terms and Conditions) to any affiliate of Storer. In the event of any such transfer and/or assignment (in whole or in part) to any such Storer affiliate, Storer may continue to collect and receive all or any portion of the amounts payable hereunder by Holder as agent for and on behalf of such affiliate-transferee/assignee and notify Holder thereof in writing.

SECTION 17 - ENUREMENT

The Warehouse Receipt shall enure to the benefit of and be binding upon the respective successors and permitted assigns of the Holder and the Storer.

VERSACOLD WAREHOUSING SOLUTIONS